IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2656 of 2004

Rafiq Jumani.....Petitioner

Versus

State Bank of India & Ors..Respondents

Mr.Mohan Pungalia with Ms. Angeline Rodrigues, for the Petitioner
Mr. Shyam Mehta i/b. Little & Co., for Respondent NO.1.

CORAM: F.I. REBELLO & S.P.KUKDAY, JJ.
DATE : 25th April,2005

. The auction was held on 29th April, 2004. It is the case of the petitioner that he was the highest bidder and, therefore, he should have been called upon to make deposit. Clause 6 of the offer document provides that the Highest bidder whose bid is accepted by the Recovery Officer shall deposit 25% of the amount of purchase price with the Recovery Officer as earnest money including the amount of deposit immediately by bank draft or pay order payable in Mumbai drawn in favour of the Recovery Officer, Debts Recovery Tribunal at Mumbai. The balance price has to be paid within 15 days as set out therein. From the petitioner's own pleading the petitioner has not deposited 25% of the amount as he was not called upon to pay 25%. In terms of clause 2 it was open to the Recovery Officer to reject any offer without giving any reason thereof. If after the bid held on 28th April, 2004 no person including the petitioner has been called upon to deposit 25% the consequences is that the bid has been rejected. In that light of the matter no relief in favour of the petitioner can be granted. On behalf of the respondent No.1 learned Counsel points out that in view of the averments of the petitioner himself, his bid has been accepted. We are not called upon to go into that issue as admittdly the

petitioner had not deposited 25% of te bid amount. If the petitioner applies for refund of the earnest amount deposit, it is for the Recovery Officer to pass such orders which the Recovery Officer in law is entitled to pass.

(F.I.REBELLO, J.)

(S.P. KUKDAY, J.)